

Southern Pacific Transportation Company

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(415) 541-1757

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, among Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and
General Motors Corporation

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of January 15, 1988, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

INTERSTATE COMMERCE COMMISSION

FEB 22 1988 3:00 PM

RECORDATION NO. 7301-S

Filed 1425

February 17, 1988

Date 2-22-88
Fee \$ 20.00

WCS Washington, D. C.

INTERSTATE COMMERCE COMMISSION

FEB 22 1988 3:00 PM

RECORDATION NO. 7301-E

Filed 1425

Ms. Noreta R. McGee
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Agreement of Conditional Sale dated as of September 1, 1973, between General Motors Corporation (Electro-Motive Division) and Southern Pacific Transportation Company, recorded on January 17, 1974, at 2:25 PM, assigned Recordation No. 7301;

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7301-A;

First Supplemental Agreement dated as of June 1, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7301-B; and

Assignment and Transfer of Certain Road Equipment dated as of June 1, 1987, recorded on August 18, 1987, at 3:40 PM, assigned Recordation No. 7301-C.

In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of January 15, 1988, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Supplemental Agreement dated as of January 15, 1988, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Second Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3851 (GRIP Date - July 1977).

Assignment and Transfer of Certain Road Equipment dated as of January 15, 1988, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

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General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9320 and 9326.

When the recording of the Second Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

Recordation

No.

7301-D

SECOND

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

FEB 22 1988 3-00 PM

RECORDATION NO. 7301-D Filed 1425

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of January 15, 1988, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of September, 1973.

WITNESSETH

WHEREAS, General Motors Corporation (Electro-Motive Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Builder"), and the Company have entered into an Conditional Sale Agreement dated as of September 1, 1973 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of diesel locomotives, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 17, 1974, and assigned Recordation No. 7301; and

WHEREAS, certain locomotives (hereinafter called "Unsuitable Equipment") comprising said Equipment have become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Unsuitable Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3851 (GRIP Date - July 1977).

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Second Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Second Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract,

which shall be sufficiently evidenced by any such original counterpart. Although this Second Supplemental Agreement is dated for convenience as of January 15, 1988, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be duly executed as of the date first above written.

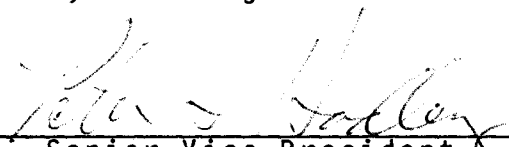
SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By 
Treasurer

Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY, as Assignee

By 
Senior Vice President

Attest:


Assistant Secretary

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 11th day of February, 1988, before me personally appeared PETER S. HADLEY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of METROPOLITAN LIFE INSURANCE COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane Baldelli
Notary Public

DIANE BALDELLI
Notary Public, State of New York
No. 24-4779489
Qualified in Kings County
Certificate filed in New York County
Commission Expires October 31, 1989